

**TRENDLINE**  
**FINANCIAL**

A DIVISION OF NATIONAL BANK OF KANSAS CITY

10700 Nall Ave. | Overland Park, KS | 66211  
Phone: 877-256-6172 | Fax: 913-383-5612RECORDATION NO. 27238 FILED

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SURFACE TRANSPORTATION BOARD

November 20, 2007

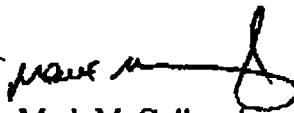
Surface Transportation Board  
Washington, DC 20423

In regards to: RCS Transproation LLC

Dear Karen,

Trendline Financial, a Division of National Bank of Kansas City (Lender) has entered into an Equipment Financing Agreement (Loan Number 002008501) with RCS Transportation LLC (Debtor). The collateral is described as One (1) Shuttlewagon 435C with S/N: 7GC43551. This unit is a rail car mover without any attached cars. I have attached the Equipment Financing Agreement and the Vendors Invoice. Please notify me at 913-905-2142 if you need any more information. Thank you for your time.

Thank you again,



Mark McCullough  
Vice President  
Trendline Financial  
A Division of National Bank of Kansas City  
10300 Nall Avenue  
Overland Park, KS 66211  
913-905-2142 Direct  
913-383-5667 Fax  
[mmccullough@trendlinefinancial.com](mailto:mmccullough@trendlinefinancial.com)

NOV 20 07

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## Corporate Form of Acknowledgement

## SURFACE TRANSPORTATION BOARD

I, (Bruce Nethery), certify that I a (member) of (RCS Transportation LLC), that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare (certify, verify or state) under penalty of perjury ("under the laws of the United States of America" if executed outside the United States of America) that the foregoing is true and correct. Executed on (July 9, 2007).

RCS Transportation LLC

X: Bruce NetheryX: 11-02-07

Bruce Nethery, Member

Date

State of Kentucky  
County of Shelby, ss: \_\_\_\_\_

On this 2 day of November, 2007 before me personally appeared (Bruce Nethery), to me personally known, who being by me duly sworn, says that (s)he is a (member) of (RCS Transportation), that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Rosa McBride

Signature of Notary Public

My Commission expires October 19 2010

Trendline Financial, a Division of National Bank of Kansas City

X: Mark McCulloughX: 11-8-07

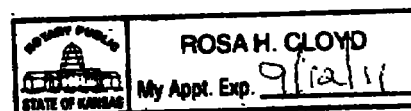
Mark McCullough, Vice President

Date

State of Kansas Johnson County

Subscribed and sworn before me, Rosa H. Cloyd, notary  
this 8th day of November 2007

Rosa H. Cloyd  
Rosa H. Cloyd



**TRENDLINE**  
FINANCIAL**EQUIPMENT FINANCING AGREEMENT**

LOAN NUMBER 003008501

<b>DEBTOR</b>		<b>LENDER</b>		
Legal Name: RCS Transportation LLC		TrendLine Financial, a division of National Bank Of Kansas City		
Address: 201 Alpine Drive Shelbyville, KY 40065		10700 Nall Avenue, Suite 102		
State of Organization: Kentucky		Overland Park, KS 66211		
Organization Type: Limited Liability Co. Org No: 212646999				
<b>EQUIPMENT</b>	Equipment Vendor/Supplier Name: Central Power Products, Inc.			
	Address: PO Box 777, Crestview, MO 64030			
	Equipment Description: One (1) Shurdown 435C with S/N: 7GC43551			
Equipment Location (if different from Lender address)				
<b>PRINCIPAL INTEREST RATE PAYMENTS</b>	<b>Principal Amount</b> \$254,335.00	<b>Payment Frequency</b> 48 Monthly Payments	<b>Payment Amount</b> \$6,224.83	<b>Initial Amount Due</b>
				Advance Payments \$6,224.83 Administrative Fee \$300.00 Other Total Amt Due \$6,524.83
			<b>Payment Schedule:</b> First Payment shall be due on 12-1-07, 2007.	

**1. Grant of Security Interest; Description of Collateral.**

Debtor grants to Lender a security interest in all of Debtor's existing and future right, title and interest in and to the equipment described above and all parts, attachments, improvements, substitutions and accessories thereto, including all computer hardware and software embedded therein or used in connection therewith, and all proceeds of the foregoing (collectively, the "Collateral").

**2. Obligations Secured; Cross-Collateralization.**

This Equipment Financing Agreement (the "Agreement") secures the payment of not only Debtor's obligations under the loan described above, as the same may be amended, renewed, restated, replaced, consolidated or otherwise modified from time to time (the "Loan"), but also the payment and performance of all other obligations of Debtor to Lender and/or any of its affiliates of any nature whatsoever, whether the obligations arise under this Agreement or any other agreement with Lender and/or any of its affiliates, and whether the obligations are existing, future, direct, indirect, acquired, contingent or otherwise, and however created, incurred, arising or evidenced, and whether for principal, interest, fees, expenses or otherwise (collectively, the "Obligations"). Lender shall not be obligated to release its lien on the Collateral until the Loan and all other Obligations are indefeasibly paid in full and neither Lender nor any of its affiliates have any obligation to extend credit to or for the benefit of Debtor.

**3. Promise to Pay; Repayment Terms; Interest Rate.**

Debtor promises to pay to Lender the Principal Amount shown above, together with interest thereon at an annual rate equal to the Fixed Interest Rate shown above. Principal and interest shall be payable as shown in the above Payment Schedule, provided that the final payment shall be in the amount of the then unpaid balance. Interest shall be calculated based upon the actual number of days elapsed over an assumed year of twelve 30-day months. Debtor is to make all payments to Lender at its address shown above or at any other address Lender may designate from time to time.

**4. Location of Collateral; Debtor Information for UCC Filing.**

Debtor represents that the Collateral is, or upon its acquisition with the proceeds of the Loan will be, located at the Equipment Location shown above. Debtor agrees not to remove the Collateral from the state identified in the Equipment Location for more than 30 consecutive days. In no event will Debtor remove the Collateral from the United States. Debtor represents that Debtor's full legal name, its address, its state and type of organization and its organizational identification number (if any) as issued by the Secretary of State or comparable official of its state of organization are as shown above.

**5. Late Charges; Post-Default Interest.**

If Debtor fails to pay any amount due under this Agreement within five days after its due date, Debtor will pay to Lender on demand a late payment fee equal to 10% of the amount of the late payment, but at least \$25. In addition, so long as an Event of Default is in effect, interest payable under this Agreement will accrue at an annual rate equal to three percent above the Fixed Interest Rate.

**6. Prepayment.**

Debtor may pay the Principal Amount in full, but not in part, before its scheduled maturity date. However, in recognition that Lender may have incurred out-of-pocket costs and expenses in connection with making or acquiring the Loan (including, without limitation, the payment of broker's fees, commissions or referral fees by Lender), Debtor shall pay to Lender, in addition to the unpaid principal, interest and any other amounts outstanding under this Agreement at the time of prepayment, Lender's Cost Recovery Amount. The "Cost Recovery Amount" shall be determined by Lender and may be calculated by ascertaining the unamortized portion of such out-of-pocket costs or the present value of that portion of the remaining payments which Lender attributes to such out-of-pocket costs or in such other manner as Lender may select. Debtor shall give Lender at least three business days prior written notice of a prepayment, whereupon Lender shall determine and advise Debtor of the Cost Recovery Amount, if any, in addition to the other amounts then payable under this Agreement.

**7. Purchase-Money Transaction; Debtor Responsible for Collateral.**

Unless Lender and Debtor have otherwise agreed in writing, Lender will advance the proceeds of the Loan, net of any fees or expenses due Lender, to enable Debtor to acquire the Collateral from the seller or other vendor thereof (collectively, "Vendor"). Debtor represents, warrants and covenants to Lender that: (a) Debtor independently selected Vendor and the Collateral and negotiated the terms of purchase and delivery thereof; (b) Debtor has requested that Lender finance Debtor's acquisition of the Collateral; (c) Debtor understands that Lender is not related to Vendor or to any manufacturer, distributor or carrier of the Collateral, and Lender's role in Debtor's acquisition of the Collateral is limited solely to financing the acquisition; (d) Lender is not liable for any breach, failure to perform or other default by, or any other act or omission by, Vendor or any manufacturer, distributor or carrier of the Collateral, and Lender is not liable for any representation, warranty or promise made by any such persons, including, without limitation, any representation or warranty regarding the existence, condition, value, intended use, legality, conformity, quantity or quality of the Collateral, and Debtor waives any claim, defense or right of setoff Debtor may at any time have against Lender relating to any of the foregoing; (e) Debtor is not relying on any representation or warranty by Lender regarding the Collateral or Vendor or any manufacturer, distributor or carrier; (f) all risk of loss relating to the Collateral shall be borne by Debtor alone, and Debtor indemnifies Lender for any damages, expenses and other losses, including, without limitation, reasonable attorneys' fees and court costs, Lender incurs at any time relating to any Collateral or any act or omission by Debtor or any other person relating thereto; and (g) all taxes of any nature whatsoever relating to the Collateral shall be borne by Debtor alone. Nothing in this Paragraph shall preclude Debtor from asserting any claim against Vendor or any manufacturer, distributor or carrier of any Collateral. Unless Lender and Debtor have otherwise agreed in writing, Lender shall have a purchase-money security interest in the Collateral.

**8. Collateral and Related Agreements; Further Assurances.**

Debtor represents and warrants to Lender that Debtor owns (or, upon its acquisition of the Collateral with the proceeds of the Loan, will own) the Collateral free of any liens or claims except for the security interest created hereby. Debtor agrees that: (a) it will deliver any certificate of title or similar title document representing any Collateral to Lender, and sign such assignments or similar documents as Lender may request to note Lender's lien on the title certificate; (b) it will keep the Collateral in good repair and order; (c) it will provide Lender such information as Lender may reasonably request periodically regarding Debtor, including, without limitation, its financial condition, earnings, assets and tax records; (d) it will not allow any lien to attach to any Collateral, other than Lender's lien; (e) it will not sell, lease or otherwise transfer or dispose of any Collateral; (f) it will not permit any Collateral to become physically attached to any real estate so as to become a fixture; and (g) it will not permit the Collateral to be used in violation of any law. Debtor agrees to execute and deliver such documents and take such other actions as Lender may reasonably request periodically to further evidence, protect or preserve Lender's rights granted or intended to be granted hereby. Debtor authorizes Lender to file such Uniform Commercial Code financing statements and other documents as Lender deems necessary or desirable to perfect or maintain its security interest in the Collateral or to protect its other rights under this Agreement. Lender may file such documents without Debtor's signature where permitted by applicable law and as Debtor's attorney-in-fact where Debtor's signature thereon is required by applicable law.

**9. Insurance.**

Debtor agrees it will insure the Collateral in commercially reasonable amounts against customary casualties with such insurers as may be acceptable to Lender, with the proceeds of the insurance payable to Lender, and will deliver to Lender insurance certificates

evidencing the same. Debtor shall cause each insurer insuring any Collateral to: (a) covenant to Lender not to cancel such insurance without giving Lender at least 30 days prior written notice thereof; and (b) provide such loss payee endorsements as Lender may require in connection with the Collateral, including endorsements providing that, as to Lender's interest in the insurance policies, no act or omission by Debtor or any of its officers, agents, employees or representatives shall affect the insurer's obligation to pay the full amount of any loss. If Debtor fails to pay any insurance premium or otherwise maintain insurance required by this Agreement, Lender may (but shall not be obligated) to obtain such insurance at Debtor's expense and, in such event, Debtor agrees that Lender may elect to insure only Lender's (and not necessarily Debtor's) interest in the Collateral. Debtor acknowledges that Lender has the right to file proofs of claims and exercise all other rights and remedies to the extent set forth in Paragraph No. 13 below.

#### 10. Events of Default.

Each of the following constitutes an "Event of Default" under this Agreement: (a) Debtor fails to pay, perform or observe any Obligation beyond any applicable grace, cure or notice period; (b) any representation, warranty or other statement made or furnished by Debtor to Lender proves to be false or misleading in any material respect; (c) any default occurs under any agreement between Debtor and any other creditor, and as a result of the default the other creditor accelerates or is entitled to accelerate the maturity of any obligations due the creditor; (d) any guarantor dies or is judicially declared incompetent or takes any action to contest or limit the guarantor's liability under any guaranty in favor of Lender; (e) any bankruptcy or other insolvency action is filed by or against Debtor or any guarantor; (f) if Debtor is an entity, the current owner(s) of Debtor cease to maintain majority ownership and voting control of Debtor; or (g) any material adverse change occurs in the financial condition or prospects of Debtor, any guarantor or in the value or condition of the Collateral.

#### 11. Remedies Upon Default

If an Event of Default exists, Lender shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in any applicable jurisdiction and all other rights and remedies available by law, and all such rights and remedies shall be cumulative and in addition to any other rights or remedies contained in this Agreement or in any other agreement between Debtor and Lender. Without limiting the foregoing, if an Event of Default exists, Lender may (a) declare the Obligations to be immediately due and payable by giving notice thereof to Debtor without presentment, demand, protest or further notice of any kind, all of which Debtor waives, (b) enter upon Debtor's premises and assemble, disable and/or remove the Collateral, or require Debtor to assemble the Collateral at Debtor's expense and make it available to Lender at a place designated by Lender, and (c) sell or otherwise dispose of any or all Collateral at public or private sale or sales, in lots or in bulk, all as Lender deems advisable. Debtor agrees that at least 10 days written notice to Debtor at its address most recently reflected in Lender's records of any public or private foreclosure sale of any Collateral shall be reasonable notice thereof, and that any such sale may be at such locations as Lender may designate in such notice. All public or private foreclosure sales may be adjourned from time to time by giving oral notice thereof at the time and place of such sale or in such other manner permitted by applicable law. Lender shall have the right to sell, lease or otherwise dispose of any Collateral for cash, credit, or any combination thereof, and Lender may purchase all or any part of the Collateral at any public sale or, if permitted by law, any private sale, and, in lieu of actual payment of such purchase price, Lender may setoff and credit the amount of such price against the Obligations without impairing Debtor's or any other party's liability for any deficiency in respect thereof. If any deficiency remains after any foreclosure sale, Debtor and any guarantor shall remain jointly and severally liable for the deficiency.

#### 12. Expenses; Lender May Perform; Indemnification.

Debtor shall pay to Lender, on demand, all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and expenses and court costs, which Lender incurs following an Event of Default in connection with (a) the repossession, custody, preservation, restoration and expenses of sale of any Collateral, (b) the exercise or enforcement of any of Lender's rights under this Agreement, and (c) the failure by Debtor to pay, perform or observe any of Debtor's obligations under this Agreement. Debtor's obligation to pay all such costs and expenses of Lender also applies to any appellate proceedings (irrespective of which party prevailed at the trial court or at the lower appellate court), any bankruptcy or like insolvency proceedings and any other proceedings involving this Agreement or the rights of the parties hereunder. Lender may, but shall not be obligated, to pay and perform any obligation of Debtor under this Agreement if the same is not paid or performed by Debtor in accordance with the terms of this Agreement. Debtor indemnifies Lender against all claims, losses and expenses now or hereafter incurred by Lender relating to this Agreement or any Obligations (including, without limitation, Lender's exercise of its rights and remedies under this Agreement), except claims, losses or expenses resulting solely from Lender's gross negligence or willful misconduct.

#### 13. Power of Attorney; Insurance.

If an Event of Default exists, Debtor shall be deemed to have irrevocably appointed Lender as Debtor's attorney-in-fact to periodically execute and deliver such documents and take such actions as Lender deems necessary or appropriate, and whether acting in Lender's name or Debtor's name, to (a) exercise any of Lender's rights and remedies under this Agreement or otherwise available to Lender, and (b) exercise any of Debtor's rights and remedies with respect to any Collateral or any person obligated on otherwise liable with respect to any Collateral, including, without limitation, any insurer of the Collateral. Without limiting the foregoing, if an Event of Default exists, Lender may adjust, compromise or otherwise settle any Collateral, including, without limitation, file and settle any insurance claims relating to any Collateral, and any insurer shall be entitled to rely conclusively on Lender's rights and the power-of-attorney granted to it by Debtor under this Agreement and the insurer shall be under no duty to ascertain whether an Event of Default

exists or whether Lender is otherwise entitled to exercise any of its rights hereunder. All powers-of-attorney granted by Debtor to Lender under this Agreement shall be deemed coupled with an interest and therefore irrevocable until the Obligations have been indefeasibly paid in full and neither Lender nor any of its affiliates have any duty to extend credit to or for the benefit of Debtor.

#### 14. Waivers.

Debtor and any guarantors of Debtor's obligations and any accommodation parties: (a) waive presentment, protest, demand for payment, notice of dishonor and any and all other notices, demands and consents with respect to the delivery, acceptance, performance, default and enforcement of this Agreement; (b) consent to any extensions of time, renewals, releases of any parties to or guarantors of this Agreement, waivers, and any other modifications that may be granted or consented to by Lender from time to time with respect to this Agreement; and (c) waive all suretyship defenses, including, without limitation, impairment of collateral. No delay by Lender in exercising any of its rights under this Agreement will operate as a waiver of such rights, nor will any single or partial exercise of such rights preclude further exercise of such rights or any other rights.

#### 15. Usury; Use of Proceeds.

If the interest rate under this Agreement exceeds the maximum lawful rate during any period, the interest rate during such period will be reduced to and will equal the then maximum lawful rate. If Lender receives any interest payments in excess of the maximum amount permitted by law, such excess will be applied to reduce the outstanding principal balance, whether then due and payable or not, and any other amounts owing under this Agreement, and the balance remaining, if any, will be returned to Debtor upon Debtor's request. Debtor represents to Lender that the Loan has been or will be incurred by Debtor only for business purposes, and not for personal, family or household purposes.

#### 16. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.

This Agreement shall be governed by the laws of the State of Kansas without regard to any choice of law rule thereof which gives effect to the laws of any other jurisdiction. Debtor consents to the jurisdiction of any state court located in Johnson County, Kansas and any federal court located in Wyandotte County, Kansas, and agrees that all service of process on Debtor may be made by certified or registered mail directed to Debtor at its most recent address as reflected in Lender's records, and service so made shall be deemed to be completed upon delivery thereto. Debtor waives any objection to jurisdiction and venue of any action instituted against Debtor as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Debtor further agrees not to assert against Lender (except by way of a defense or counterclaim in a proceeding initiated by Lender) any claim or other assertion of liability with respect to this Agreement, the Obligations, Lender's actions or inactions or otherwise in any jurisdiction other than the foregoing jurisdictions. Nothing in this paragraph shall prohibit Lender from asserting any claims or other assertions of liability against Debtor or its properties in any other courts that have proper jurisdiction or limit Lender's right to exercise any non-judicial remedies available to it. Debtor and Lender each waive any right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or otherwise relating to this Agreement, the Obligations or any party's actions or inactions relating to this Agreement or the Obligations.

#### 17. Miscellaneous.

Lender may correct patent errors in this Agreement and fill in such blanks as serial numbers, date of first payment and the like. No amendment or waiver of any provision of this Agreement shall be effective unless the same is in a writing signed by Lender. The paragraph headings herein are for convenience only and shall not limit or otherwise affect the meaning or scope of any part of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such document or any portion of it to be drafted. Terms defined in this Agreement in the singular are to have a corresponding meaning when used in the plural, and vice versa. If any provision of this Agreement is unlawful, that provision will be void but the remainder of this Agreement will remain in full force and effect and be binding on the parties. This Agreement shall bind the parties' respective successors and assigns, except that Debtor may not assign any of Debtor's duties hereunder without obtaining Lender's prior written consent, which consent may be withheld in Lender's sole discretion. Lender may assign any of Lender's rights under this Agreement or any of the Obligations without Debtor's consent. This Agreement may be validly executed and delivered by fax or other electronic means and by use of multiple counterpart signature pages.

Date of Agreement: 7/9/07

"Debtor"  
RCS Transportation LLC

By:   
Bruce Nethery, Member

"Lender"  
TrendLine Financial,  
a Division of National Bank Of Kansas City

By:  4P  
Name: Mark McLoughlin Title:

**Central Power Products, Inc.**  
**dba Central Manufacturing**  
**4116 Dr. Greaves Road**  
**Grandview, Missouri 64030**  
**USA**



**SHUTTLEWAGON.**  
**MOBILE RAILCAR MOVERS**

## INVOICE

		Terms: Net 10	71023
Grandview	Buchanan Hauling & Rigging		23-Oct-07

**To: 8886**  
 RCSTransportation, LLC  
 201 Alpine Dr.  
 Shelbyville, KY 40065  
 USA

**Ship: 8886**  
 RCSTransportation, LLC  
 802 Doremus Ave.  
 Newark, NJ 07114  
 USA  
 Attn: Brian Carsey (816-564-0290)

[mmccullough@trendlinefinancial.com](mailto:mmccullough@trendlinefinancial.com)

1	1	SW-06435C10	Shuttlewagon SWX435C / S/N 7GC43551	\$238,600.00
2	1	535-049609	Option - Air Conditioner	\$3,750.00
3	1	535-049219	Option - Lubrication System	\$2,850.00
4	1	432-049256	Kit - Paint Red/Orange Dupont	\$0.00
5	1	Cummins	Extended Engine Warranty	\$2,750.00
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### Bank Wire Transfer Information

Wire Transfer Routing Number: 81006162  
 Receiving Bank Name: Enterprise Bank  
 BBK or Branch: 10  
 Address: St. Louis, Missouri USA  
 Transit Number: 081006162  
 Beneficiary (Account Name): Central Power Products, Inc.  
 Account: 1090000518

Subtotal	\$247,950.00
Freight	\$5,385.00
Pre-Paid	\$0.00
<b>Total Due</b>	<b>\$253,335.00</b>

### Notes:

Should you require any additional information please contact  
 E H Harbour at 816-767-0300 Ext. 327 and/or [ehh@shuttlewagon.net](mailto:ehh@shuttlewagon.net)